

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. Contract ID Code</b> Cost-Plus-Fixed-Fee	<b>Page</b> 1 <b>Of</b> 9
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<b>2. Amendment/Modification No.</b>  P00073	<b>3. Effective Date</b>  2003MAR20	<b>4. Requisition/Purchase Req No.</b>  SEE SCHEDULE	<b>5. Project No. (If applicable)</b>
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<b>6. Issued By</b> TACOM AMSTA-CM-CLGA JANET JOUDAS (586)574-7273 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: JOUDASJ@TACOM.ARMY.MIL	<b>Code</b> W56HZV	<b>7. Administered By (If other than Item 6)</b> DCMA INDIANAPOLIS EMMETT J. BEAN CENTER 8899 E. 56TH ST. INDIANAPOLIS, IN 46249-5701	<b>Code</b> S1501A
		<b>SCD A</b>	<b>PAS NONE</b>
		<b>ADP PT</b>	SC1012

<b>8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b>  AM GENERAL CORP AM GENERAL DIV HQ 105 N NILES AVE-PO BOX 7025 SOUTH BEND, IN 46634-7025  TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>  <input type="checkbox"/>  <input checked="" type="checkbox"/>  <input type="checkbox"/>	<b>9A. Amendment Of Solicitation No.</b>  <b>9B. Dated (See Item 11)</b>  <b>10A. Modification Of Contract/Order No.</b> DAAE07-97-C-X146 <b>10B. Dated (See Item 13)</b> 1997SEP30
<b>Code</b> 0H3G6	<b>Facility Code</b>	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.
<b>12. Accounting And Appropriation Data (If required)</b> ACRN: DS NET INCREASE: \$24,957.76

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: 6

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	<b>A. This Change Order is Issued Pursuant To:</b> The Contract/Order No. In Item 10A.	<b>The Changes Set Forth In Item 14 Are Made In</b>
<input type="checkbox"/>	<b>B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).</b>	
<input type="checkbox"/>	<b>C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:</b>	
<input checked="" type="checkbox"/>	<b>D. Other (Specify type of modification and authority)</b> Exercise Option	

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

**14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. Name And Title Of Signer (Type or print)</b>		<b>16A. Name And Title Of Contracting Officer (Type or print)</b> DEREK MCALEER MCALEERD@TACOM.ARMY.MIL (586)574-7197	
<b>15B. Contractor/Offeror</b>  _____ (Signature of person authorized to sign)	<b>15C. Date Signed</b>	<b>16B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)	<b>16C. Date Signed</b>  2003MAR20

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-97-C-X146 <b>MOD/AMD</b> P00073	<b>Page</b> 2 <b>of</b> 9
<b>Name of Offeror or Contractor:</b> AM GENERAL CORP		

SECTION A - SUPPLEMENTAL INFORMATION

Modification P00073

- The purpose of this modification P00073 is to do a partial exercise of option in the amount of 368 hours as set forth in Special Provision H.3 entitled: Options for Additional Level-of-Effort. All the hours being exercised under this modification are under Option 5.
- Work Directive PAA-015 will be provided under separate cover.
- The level-of-effort for this contract is increased by 368 man hours under CLIN 0007 as a result of the above changes.
- CLIN 0007AV is established and funded in the amount of \$24,957.76 for this effort.
- The new total for the level of Effort on the entire contract is:

PREVIOUS Level of Effort:160.333.10

Increase as of this modification:368

New Total on Level of Effort:160,701.10
- As a result of this modification, the following changes are implemented:

a. Section B - CLIN 0007AV is established and funded in the amount of \$24,957.76.

b. Section H - Clause H.3 - Option for Additional Level-of-Effort: The amount of hours remaining for exercise is reduced by 368 hours from 74,009 to 73,641 under Option 5. The clause is revised and attached herein.
- As a result of this modification the total obligated amount is increased by \$24,957.76 from \$8,829,395.08 to \$8,854,352.84.

Details are as follows:

	<u>Previous Contract Amount</u>	<u>Amount this Action</u>	<u>New Totals</u>
Estimated Cost:	\$8,474,664.84	\$24,004.64	\$8,498,669.48
Fixed Fee:	\$ 354,730.24	\$ 953.12	\$ 355,683.36
Total:	\$8,829,395.08	\$24,957.76	\$8,854,352.84

8. All other terms and conditions of this contract remain unchanged.

Name of Offeror or Contractor: AM GENERAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>--</p> <p>NOUN: STS SECURITY CLASS: Unclassified</p> <p>Noun: STS</p> <p>Level of Effort: 29,859</p> <p>Contractor shall furnish all the supplies and services to accomplish the task specified in Section C "Scope of Work"</p> <p>Est. Cost: \$2,059,503.11 Fixed Fee: \$ 77,334.81 Total Cost: \$2,136,837.92</p> <p>(End of narrative B001)</p>				

Name of Offeror or Contractor: AM GENERAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AV	<div>SERVICES LINE ITEM</div> <div>NOUN: M939 WD PAA-015 PRON: A136D279JZPRON AMD: 01ACRN: DS AMS CD: 51108992016</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 0010SEE SECTION F</div> <div>\$24,957.76</div>				\$24,957.76

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG STAT/	INCREASE/DECREASE		CUMULATIVE
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u> <u>JOB ORD NO</u>	<u>PRIOR AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
0007AV	A136D279JZ	DS 2	\$ 0.00	\$ 24,957.76	\$ 24,957.76
	51108992016	3ZLT17			
			NET CHANGE	\$ 24,957.76	

SERVICE	NET CHANGE	ACCOUNTING		INCREASE/DECREASE
<u>NAME</u>	<u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>STATION</u>	<u>AMOUNT</u>
Army	DS	21 32035000031C1C01P51108931E1 S2011336D279	W56HZV	\$ 24,957.76
NET CHANGE				\$ 24,957.76

PRIOR AMOUNT		INCREASE/DECREASE	CUMULATIVE
<u>OF AWARD</u>		<u>AMOUNT</u>	<u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 8,829,395.08	\$ 24,957.76	\$ 8,854,352.84

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-97-C-X146 <b>MOD/AMD</b> P00073	<b>Page</b> 6 <b>of</b> 9
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

SPECIAL PROVISIONS

- H.1      Qualified Contractor Personnel:
- H.1.1      "Contractor Personnel", as intended by this section, includes both those directly employed by the Contractor, plus any contractor personnel who provide direct Level of Effort toward authorized Work Directive.
- H.1.2      Skilled and experienced professional and technical Contractor Personnel are essential for successful accomplishment of the work to be performed under this contract. Toward this end, the Contractor agrees that it shall only utilize personnel who meet or exceed the skill categories delineated below, or personnel with substantially equal ability and qualifications, in the performance of direct level of effort for this contract. The Government may, during contract performance, conduct periodic reviews of the resumes of such Contractor personnel, to ensure compliance.
- H.1.3      Key personnel are designated with an asterisk, in Section H.1.4, below. The Contractor shall:
- H.1.3.1      At the Start of Work meeting or as the need arises, introduce the key personnel for this contract and their expected level of involvement (as a percentage (%) of full-time).
- H.1.3.2      Report turnover in such key personnel positions to the Contracting Officer's Technical representative (COTR) and Procuring Contracting Officer (PCO) (by letter), along with the resume of the proposed replacement, as applicable.
- H.1.3.3      Provide the resume of any "deputy" key personnel, who provide day-to-day oversight for contracted work, or function substantially the same as their principals.
- H.1.4      The following minimum personnel qualifications are applicable to this contract:
- H.1.4.1      \*Program Manager or Management, as a minimum, should have a Bachelor's Degree in their recognized engineering, scientific, technical, or other related discipline that is relevant to the task order with a least six (6) years of progressively responsible experience in the management of vehicle engineering programs, preferably in design, fabrication, production, and support of vehicle systems. Without a degree, at least ten (10) years of this same experience is required.
- H.1.4.2      Senior Project Engineers, as a minimum, should have a Bachelor's Degree in their recognized engineering, technical, or other related discipline that is relevant to the task order with at least six (6) years of progressively responsible experience in their discipline of which at least three (3) years has been responsible for complete engineering on vehicle systems projects. Without a degree, the Senior Project Engineers should have at least ten (10) years of progressively responsible, relevant experience on truck systems of which at least three (3) years has been responsible for an overall truck systems project.
- H.1.4.3      Engineers or Scientists, as a minimum, should have a Bachelor's Degree in their recognized engineering, scientific, technical, or related discipline that is relevant to the task order with at least three (3) years of progressively responsible experience in their discipline, preferably with at least three (3) years of experience having been with design, fabrication, or production on truck system. Without a degree, at least six (6) years of progressively responsible, relevant experience in their discipline, preferable with at least three (3) years of experience having been with design, fabrication, or production on truck systems is required.
- H.1.4.4      Shop or Testing Technicians should have an Associate Degree and three (3) years of practical experience in their fields or without an Associate Degree have at least five (5) years of practical experience on truck systems components, and so forth, in their field. This education or training and experience should be relevant to the Statement of Work described herein.
- H.1.4.5      Senior (Design) and Junior Draftsmen and Drawing Checkers should have a minimum of one (1) year of experience performing tasks similar to those to be assigned under this contract. This performance should be on military drawings for hardware and components and familiarity with Department of Defense (DoD) standard (DOD-STD) DOD-STD-100E, DoD specification DOD-D-1000B, Military (MIL) specification MIL-T-31000, and American National Standards Institute (ANSI) standard ANSI Y14.5.
- H.1.4.6      Welders shall be qualified and certified per American Welding Society Code.
- H.1.4.7      Testing engineering should have a Bachelor's of Science in Mechanical Engineering (BSME) and familiarity with truck systems.
- H.1.4.8      \*The Quality Assurance manager, as a minimum, should have an Associate Degree or technical courses in a discipline that is relevant to the task order with at least six (6) years of experience in Quality Assurance of which four (4) years are with military programs and military quality assurance specifications. Without a degree or technical courses, at least ten (10) years experience, eight (8) of which were with military programs and military specifications.
- H.1.4.9      \*The Drafting Room Manager and Configuration Manager, as a minimum, should have an Associate Degree or technical courses in a discipline that is relevant to the task order with at least six (6) years of experience in Configuration Control of which four (4)

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years are with military programs and military Configuration Control Procedures. Without a degree or technical courses, at least ten (10) years experience, eight (8) of which were with military programs and test programs.

H.1.4.10 The Stress Analysis Representative as a minimum should have a Master's Degree in Civil or Mechanical Engineering, and experience with Finite element Analysis and Stress Programs.

H.1.4.11 The Materials Manager or representative as a minimum should have a BS Degree in Mechanical or Material-Science and Three (3) years experience in the field of Material Science.

H.1.4.12 \*The Integrated Logistic Support (ILS) Manager should have a Bachelor's Degree and a minimum of six (6) years experience in performing tasks similar to those assigned under this contract. This requires a comprehensive knowledge of logistics management concepts and methods and experience in applying analytical and problem solving techniques. Experience should be directly related to Integrated Logistic Support procedures in analysis and coordination for Military Material Acquisitions. Without a degree, the ILS Manager should have at least ten (10) years of experience.

H.1.4.13 Logistics Analysts should have an associate Degree in a technical field plus two (2) years experience performing analyses and trade offs of the above type requirements for four (4) years of progressively responsible experience with emphasis on logistics analysis.

H.1.4.14 Provisions, Illustrators, and Technical Writers or Editors should have a minimum of three (3) years experience in performing tasks similar to those to be assigned under this contract. This performance should be with military drawings, equipment publications, and Automated Data Processing (ADP) programs on military hardware.

H.1.4.15 A Computer Scientist or Programmer, as a minimum, should have a Bachelors" Degree in computer science and three (3) years of experience with responsibilities for scientific computer programming of engineering systems.

H.1.4.16 An Analyst, Data Analyst, or Programmer, as a minimum should have a Bachelor's Degree plus two (2) years experience with responsibilities for complete system's analysis and computer programming.

H.2 Ordering and Contract Administration: All ordering and contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communications pertaining to contractual administrative matters will be addressed to him. No changes in or deviation from the Statement of Work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions issued by any person other than the Contracting Officer or the Contracting Officer's Representative.

H.3 Options for Additional Level-of-Effort

H.3.1 Option 1: The Government shall have the unilateral right to increase the contract Level-of-Effort (LOE) by a maximum of 103,500 manhours for an estimated cost of \$42.46 per hour and a fixed fee of \$2.16 per hour. The Government may exercise this option at any time on or after contract award, but in any event not later than 730 days (2 years) after contract award. The Government may exercise this option in more than 1 increment. The Government has the unilateral right to extend the contract period of performance for one (1) year upon exercise of any increment of this option. The Government has the unilateral right to add to any existing CLIN the hours, added to the contract by the exercise of this option or to establish a new and separate CLIN. Hours exercised to date 80,734.6. Hours remaining available for exercise: 22,765.4.

H.3.1.a Options 1 Continued

Effective with Modification P00026, in response to a cost growth experienced by the contractor, the estimated hourly cost rate in creased to \$52.44 cost and \$2.16 fee for a total of \$54.60. The hourly fixed fee remains unchanged at \$2.16.

H.3.1.b Option 1 Continued

Effective with Modification P00032, in response to a mutual cost adjustment by both parties on AWCf 001 REV: 004 only, the estimated hourly rate is \$45.32 est. cost and \$2.16 fee for a total of \$47.48 composite hourly rate.

H.3.2 Option 2: Between 12 and 24 months after contract award the Government shall have the unilateral right to increase the contract Level-of-Effort (LOE) by a maximum of 103,500 manhours for an estimated cost of \$45.41 per hour and a fixed fee of \$2.31 per hour. The Government may exercise this option at anytime on or after contract award, but in any event not later than 365 days after call-up of Option 1. The Government upon exercise of any hours contained in this H.3.2 option shall have the unilateral right to extend the contract period of performance for one (1) year. The Government may exercise this option in more than 1 increment. The Government has the unilateral right to extend the contract period of performance for one (1) year upon exercise of any increment of this option. The Government has the unilateral right to add to any existing CLIN the hours, added to the contract by the exercise of this option or to establish a new and separate CLIN. Hours exercised to date: 754. Hours remaining available for exercise: 102,746.

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H.3.3 Option 3: Between 24 and 36 months after contract award the Government shall have the unilateral right to increase the contract Level-of-Effort (LOE) by a maximum of 103,500 manhours for an estimated cost of \$46.08 per hour and a fixed fee of \$2.34 per hour. The Government upon exercise of any hours contained in this H.3.3 option shall have the unilateral right to extend the contract period of performance for one (1) year. The Government may exercise this option at anytime on or after contract award, but in any event not later than 365 days after call-up of Option 2. The Government may exercise this option in more than 1 increment. The Government has the unilateral right to extend the contract period of performance for one (1) year upon exercise of any increment of this option. The Government has the unilateral right to add to any existing CLIN the hours, added to the contract by the exercise of this option or to establish a new and separate CLIN. \*\*Hours exercised to date \*\*20,518.5. Hours remaining available for exercise: \*\*82,981.5.

\*\*Revised by Modification P00031

H.3.3.a Option 3 Continued

Effective with Modification P00028, in response to a cost growth experienced by the contractor, the parties have agree to apply an hourly rate of \$54.78 consisting of \$52.44 estimated cost and the prior established fee rate of \$2.34 per hour. This hourly rate will be utilized until definitization of the cost growth at which time a new rate will be negotiated. (The hourly rate for PAA-005 is \$68.20 estimated cost per hour plus a fee rate of \$2.34 per hour).

H.3.4 Option 4: Between 36 and 48 months after contract award the Government shall have the unilateral right to increase the contract Level-of-Effort (LOE) by a maximum of 103,500 manhours for an estimated cost of \$62.13 per hour and a fixed fee of \$2.48 per hour. The Government may exercise this option at anytime on or after contract award, but in any event not later than 365 days after call-up of Option 3. The Government upon exercise of any hours contained in this H.3.4 option shall have the unilateral right to extend the contract period of performance for one (1) year. The Government may exercise this option in more than 1 increment. The Government has the unilateral right to extend the contract period of performance for one (1) year upon exercise of any increment of this option. The Government has the unilateral right to add to any existing CLIN the hours, added to the contract by the exercise of this option or to establish a new and separate CLIN. \*\*Hours exercised to date is 26,942. Hours remaining available for exercise: 76,558.

H.3.5 Option 5: Between 48 and 72 months after contract award the Government shall have the unilateral right to increase the contract Level-of-Effort (LOE) by a maximum of 103,500 manhours for an estimated cost of \$65.23 per hour and a fixed fee of \$2.59 per hour. The Government upon exercise of any hours contained in this H.3.5 option shall have the unilateral right to extend the contract period of performance for one (1) year. The Government may exercise this option in more than 1 increment. The Government has the unilateral right to extend the contract period of performance for one (1) year upon exercise of any increment of this option. The Government has the unilateral right to add to any existing CLIN the hours, added to the contract by the exercise of this option or to establish a new and separate CLIN. Hours exercised to date is 29.859. Hours remaining available for exercise: 73,641.

H.4 Failure to exercise any portion of an option does not negate the Government rights to unilaterally exercise any portion of any follow-on option.

H.5 GOVERNMENT FURNISHED EQUIPMENT

H.5.1 The Government will provide the following equipment to the contractor for General Engineering Requirements under this contract.

XM813	5 TON CARGO TRUCK	05F45369
M35A2	2-1/2 TON CARGO TRUCK	NKOD85
M923	5 TON DROPSIDE CARGO TRUCK	NL092Q
M929	5 TON DUMP TRUCK	NL09KZ
M932	5 TON TRACTOR	NLOAHP***
M923A2	5 TON DROPSIDE CARGO TRUCK	NLOYNP
M936	5 TON WRECKER	NLOACG
M923	5 TON CARGO TRUCK	NL0961
M923	5 TON CARGO TRUCK	NL0971
M35A3 with winch	2 1/2 TON TRUCK S/N 501320	NKOGLX

\*\*\*This vehicle is being transported to and from Government test facilities in association with the work being performed on the M939/A1/A2 brake system, Work Directive PAA-004.

The accountability of the first ten (10) GFE vehicles shown above are transferred from Contract DAAE07-91-C-R053 to DAAE07-97-C-X146. M35A3 accountability is being transferred from Contract DAAE07-93-C-R110. \*\*\*\*



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Modification P00022 adds GFE for Work Directive AWCF 024. The Government will furnish one M915A4 Glider Kit, one Big CAM III engine and one Soldier's Portable On-System Repair Tool (SPORT) testing equipment.

\* Changed by Modification P00042

\*\*H.5.1.1 Accountability of the following GFE items is transferred from contract DAAE07-97-C-X002 to this contract:

M925E3	5 TON Truck	AMG50003
	Hard Top Kit (2 each)	NSN 2540-01-096-5023
	Light Weight Weapons Station (1 each)	NSN 1005-01-226-3339

H.5.2 Modification P00046 added GFE for Work Directive PAA-010. The Government shall furnish one GFE Transmission Container, part number 12436544.

H.5.4 Modification P00060 added GFE for Work Directive PAA-013. The Government shall furnish one GFE M915A2 Tractor, serial number P357003 and one GFE M916A1 tractor, serial number P529378.

H.5.5 Modification P00068 adds two (2) M923A1 Cargo trucks for Work Directives OMA-006 and OMA-011. The Government shall furnish one (1) M923A1 Cargo truck, serial number 516463 and one (1) M923A1 Cargo truck, serial number 516595.

\*\*\* END OF NARRATIVE H 005 \*\*\*